

FILED

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JUL 18 2000

TIMOTHY R. WALBRIDGE, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF OKLAHOMA

IN RE:

DAVID A. RYON

d/b/a Baron Fence

SS#: 442-72-2860

Debtor.

MASTER HALCO, INC.,  
a California corporation

Plaintiff,

v.

DAVID A. RYON, individually  
and d/b/a Baron Fence

Defendant.

Case No. 99-01959-M  
(Chapter 7)

Adv. Proc. No. 99-0189-M

CONSENT JUDGMENT

NOW on this 18<sup>th</sup> day of July, 2000, this matter comes before the undersigned United States Bankruptcy Judge for entry of this Consent Judgment. The Court having reviewed the files and records herein finds as follows:

1. Master Halco, Inc., Plaintiff in the above-referenced adversary proceeding (the "Adversary") ("Master Halco"), and David A. Ryon, Defendant in the Adversary ("Ryon"), participated in a settlement conference on April 14, 2000 (the "Settlement Conference"), conducted pursuant to Court's Settlement Conference Order.

2. As a result of this Settlement Conference, Master Halco and Ryon entered into a settlement agreement (the "Settlement Agreement") whereby it was agreed that Master Halco is entitled to nondischargeable money judgment against Ryon in the amount of \$7,000.00 with interest

thereon at 8% per annum, payable over forty (40) months at \$200.00 per month, beginning June 1, 2000.

3. Pursuant to the Settlement Agreement, Ryon is to make all payments in certified funds to: Master Halco, Inc., 2300 S.E. 15th St., Oklahoma City, OK 73129. Payments are considered late if not received by the 5th day of each month. If a payment is not received on or by the 5th of the month, Master Halco will notify Ryon in writing via certified mail that he has ten (10) days to cure such nonpayment by paying the payment with a \$30.00 late fee (the "Grace Period"). Ryon will be allowed three (3) Grace Periods.

4. In the event Ryon fails to make any payment by the 15th of the month or fails to make a payment by the 5th of the month after utilizing three (3) Grace Periods ("Default"), Master Halco will be entitled to the entry of a nondischargeable money judgment in the amount of \$12,000.00 with interest at 8% per annum from April 14, 2000, less any payments received by Master Halco pursuant to the Settlement Agreement.

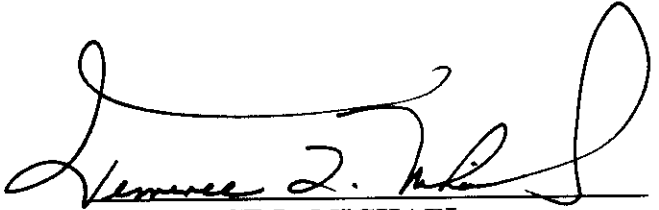
5. Master Halco agrees that it will not execute upon this Consent Judgment or record it with the County Clerk so long as Ryon is not in Default, as defined herein.

6. All notices to Ryon will be sent to the following address: 1409 E. Seattle Street, Broken Arrow, Oklahoma 74012. In the event that said address changes, Ryon agrees that he will notify master Halco of the new address in writing.

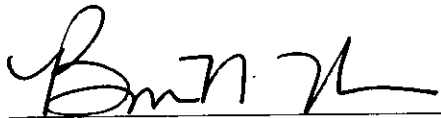
7. The parties agree that this Consent Judgment may be prepaid without penalty.

**IT IS THEREFORE ORDERED** that Master Halco is entitled to the entry of this Consent Judgment directing Ryon to pay the nondischargeable money judgment in the amount of \$7,000.00 with interest thereon at a rate of 8% per annum to Master Halco according to the terms set forth herein.

Dated: July 18, 2000

  
**TERRENCE L. MICHAEL**  
UNITED STATES BANKRUPTCY JUDGE

**APPROVED:**



Steven W. Soule, OBA #13781

Bonnie N. Hefner, OBA #18392

**HALL, ESTILL, HARDWICK, GABLE,  
GOLDEN & NELSON, P.C.**

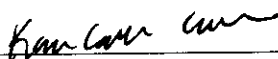
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